

1 Cheryl Johnson-Hartwell, (SBN 221063)
2 E-mail: cjohnson-hartwell@bwslaw.com
3 Mitchell A. Wrosch, (SBN 262230)
4 E-mail: mwrosch@bwslaw.com
5 BURKE, WILLIAMS & SORENSEN, LLP
6 444 South Flower Street, Suite 2400
7 Los Angeles, CA 90071-2953
8 Tel: 213.236.0600; Fax: 213.236.2700
9
10 Attorneys for Defendant
11 WAL-MART STORES, INC.

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14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA

16
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18 MEMORY MURO,
19 Plaintiff,
20
21 v.
22 WAL-MART STORES, INC.; and
23 DOES 1-10, inclusive,
24 Defendants.
25
26
27

28 Case No. 5:15-CV-02066-VAP (SPx)
**STIPULATED PROTECTIVE
ORDER¹**

19 1. A. PURPOSES AND LIMITATIONS

20 Discovery in this action is likely to involve production of confidential,
21 proprietary, or private information for which special protection from public
22 disclosure and from use for any purpose other than prosecuting this litigation may
23 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
24 enter the following Stipulated Protective Order. The parties acknowledge that this
25 Order does not confer blanket protections on all disclosures or responses to
26 discovery and that the protection it affords from public disclosure and use extends
27 only to the limited information or items that are entitled to confidential treatment
under the applicable legal principles. The parties further acknowledge, as set forth

28 ¹ Paragraphs 7 and 10 have been modified from the Court's Sample Stipulated Protective Order.

1 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
2 file confidential information under seal; Civil Local Rule 79-5 sets forth the
3 procedures that must be followed and the standards that will be applied when a
4 party seeks permission from the court to file material under seal.

5

6 B. GOOD CAUSE STATEMENT

7 This action is likely to involve commercial, financial, and/or proprietary
8 information for which special protection from public disclosure and from use for
9 any purpose other than prosecution of this action is warranted. Such confidential
10 and proprietary materials and information consist of, among other things,
11 confidential business or financial information, information regarding confidential
12 business practices, or other confidential commercial information (including
13 information implicating privacy rights of third parties), information otherwise
14 generally unavailable to the public, or which may be privileged or otherwise
15 protected from disclosure under state or federal statutes, court rules, case decisions,
16 or common law. Accordingly, to expedite the flow of information, to facilitate the
17 prompt resolution of disputes over confidentiality of discovery materials, to
18 adequately protect information the parties are entitled to keep confidential, to
19 ensure that the parties are permitted reasonable necessary uses of such material in
20 preparation for and in the conduct of trial, to address their handling at the end of the
21 litigation, and serve the ends of justice, a protective order for such information is
22 justified in this matter. It is the intent of the parties that information will not be
23 designated as confidential for tactical reasons and that nothing be so designated
24 without a good faith belief that it has been maintained in a confidential, non-public
25 manner, and there is good cause why it should not be part of the public record of
26 this case.

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1 2. DEFINITIONS

2 2.1 Action: refers to the Complaint for Damages filed by Plaintiffs against
3 WAL-MART on September 2, 2015 in the Superior Court of California, County of
4 San Bernardino, Case No. CIVDS1512681, and subsequently removed to the
5 United States District Court for the Central District of California, Case No. 5:15-
6 CV-02066-KK.

7 2.2 Challenging Party: a Party or Non-Party that challenges the
8 designation of information or items under this Order.

9 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
10 how it is generated, stored or maintained) or tangible things that qualify for
11 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
12 the Good Cause Statement.

13 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
14 their support staff).

15 2.5 Designating Party: a Party or Non-Party that designates information or
16 items that it produces in disclosures or in responses to discovery as
17 “CONFIDENTIAL.”

18 2.6 Disclosure or Discovery Material: all items or information, regardless
19 of the medium or manner in which it is generated, stored, or maintained (including,
20 among other things, testimony, transcripts, and tangible things), that are produced
21 or generated in disclosures or responses to discovery in this matter.

22 2.7 Expert: a person with specialized knowledge or experience in a matter
23 pertinent to the litigation who has been retained by a Party or its counsel to serve as
24 an expert witness or as a consultant in this Action.

25 2.8 House Counsel: attorneys who are employees of a party to this Action.
26 House Counsel does not include Outside Counsel of Record or any other outside
27 counsel.

28 2.9 Non-Party: any natural person, partnership, corporation, association, or

1 other legal entity not named as a Party to this action.

2 2.10 Outside Counsel of Record: attorneys who are not employees of a
3 party to this Action but are retained to represent or advise a party to this Action and
4 have appeared in this Action on behalf of that party or are affiliated with a law firm
5 which has appeared on behalf of that party, and includes support staff.

6 2.11 Party: any party to this Action, including all of its officers, directors,
7 employees, consultants, retained experts, and Outside Counsel of Record (and their
8 support staffs).

9 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
10 Discovery Material in this Action.

11 2.13 Professional Vendors: persons or entities that provide litigation
12 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
13 demonstrations, and organizing, storing, or retrieving data in any form or medium)
14 and their employees and subcontractors.

15 2.14 Protected Material: any Disclosure or Discovery Material that is
16 designated as “CONFIDENTIAL.”

17 2.15 Receiving Party: a Party that receives Disclosure or Discovery
18 Material from a Producing Party.

19
20 3. SCOPE

21 The protections conferred by this Stipulation and Order cover not only
22 Protected Material (as defined above), but also (1) any information copied or
23 extracted from Protected Material; (2) all copies, excerpts, summaries, or
24 compilations of Protected Material; and (3) any testimony, conversations, or
25 presentations by Parties or their Counsel that might reveal Protected Material.

26 Any use of Protected Material at trial shall be governed by the orders of the
27 trial judge. This Order does not govern the use of Protected Material at trial.

1 4. DURATION

2 Even after final disposition of this litigation, the confidentiality obligations
 3 imposed by this Order shall remain in effect until a Designating Party agrees
 4 otherwise in writing or a court order otherwise directs. Final disposition shall be
 5 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
 6 with or without prejudice; and (2) final judgment herein after the completion and
 7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
 8 including the time limits for filing any motions or applications for extension of time
 9 pursuant to applicable law.

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11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection.

13 Each Party or Non-Party that designates information or items for protection under
 14 this Order must take care to limit any such designation to specific material that
 15 qualifies under the appropriate standards. The Designating Party must designate for
 16 protection only those parts of material, documents, items, or oral or written
 17 communications that qualify so that other portions of the material, documents,
 18 items, or communications for which protection is not warranted are not swept
 19 unjustifiably within the ambit of this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations
 21 that are shown to be clearly unjustified or that have been made for an improper
 22 purpose (e.g., to unnecessarily encumber the case development process or to
 23 impose unnecessary expenses and burdens on other parties) may expose the
 24 Designating Party to sanctions.

25 If it comes to a Designating Party's attention that information or items that it
 26 designated for protection do not qualify for protection, that Designating Party must
 27 promptly notify all other Parties that it is withdrawing the inapplicable designation.

28 5.2 Manner and Timing of Designations. Except as otherwise provided in

1 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 2 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 3 under this Order must be clearly so designated before the material is disclosed or
 4 produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic
 7 documents, but excluding transcripts of depositions or other pretrial or trial
 8 proceedings), that the Producing Party affix at a minimum, the legend
 9 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
 10 contains protected material. If only a portion or portions of the material on a page
 11 qualifies for protection, the Producing Party also must clearly identify the protected
 12 portion(s) (e.g., by making appropriate markings in the margins).

13 A Party or Non-Party that makes original documents available for inspection
 14 need not designate them for protection until after the inspecting Party has indicated
 15 which documents it would like copied and produced. During the inspection and
 16 before the designation, all of the material made available for inspection shall be
 17 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
 18 documents it wants copied and produced, the Producing Party must determine
 19 which documents, or portions thereof, qualify for protection under this Order. Then,
 20 before producing the specified documents, the Producing Party must affix the
 21 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
 22 portion or portions of the material on a page qualifies for protection, the Producing
 23 Party also must clearly identify the protected portion(s) (e.g., by making
 24 appropriate markings in the margins).

25 (b) for testimony given in depositions that the Designating Party identify
 26 the Disclosure or Discovery Material on the record, before the close of the
 27 deposition all protected testimony.

28 (c) for information produced in some form other than documentary and

1 for any other tangible items, that the Producing Party affix in a prominent place on
 2 the exterior of the container or containers in which the information is stored the
 3 legend "CONFIDENTIAL." If only a portion or portions of the information
 4 warrants protection, the Producing Party, to the extent practicable, shall identify the
 5 protected portion(s).

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 7 failure to designate qualified information or items does not, standing alone, waive
 8 the Designating Party's right to secure protection under this Order for such
 9 material. Upon timely correction of a designation, the Receiving Party must make
 10 reasonable efforts to assure that the material is treated in accordance with the
 11 provisions of this Order.

12

13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 15 designation of confidentiality at any time that is consistent with the Court's
 16 Scheduling Order.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 18 resolution process under Local Rule 37.1 et seq.

19 6.3 The burden of persuasion in any such challenge proceeding shall be on
 20 the Designating Party. Frivolous challenges, and those made for an improper
 21 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 22 parties) may expose the Challenging Party to sanctions. Unless the Designating
 23 Party has waived or withdrawn the confidentiality designation, all parties shall
 24 continue to afford the material in question the level of protection to which it is
 25 entitled under the Producing Party's designation until the Court rules on the
 26 challenge.

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1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A receiving party may use designated material only
 3 for this litigation. Designated material may be disclosed only to the categories of
 4 persons and under the conditions described in this Order.

5 7.2 Disclosure of CONFIDENTIAL Material Without Further Approval.

6 Unless otherwise ordered by the Court or permitted in writing by the designator, a
 7 receiving party may disclose any material designated CONFIDENTIAL only to:

8 (a) The receiving party's outside counsel of record in this action and
 9 employees of outside counsel of record to whom disclosure is reasonably necessary;

10 (b) The officers, directors, and employees of the receiving party to whom
 11 disclosure is reasonably necessary, and who have signed the Agreement to Be
 12 Bound (Exhibit E-1);

13 (c) Experts retained by the receiving party's outside counsel of record to
 14 whom disclosure is reasonably necessary, and who have signed the Agreement to
 15 Be Bound (Exhibit E-1);

16 (d) The Court and its personnel;

17 (e) Outside court reporters and their staff, professional jury or trial
 18 consultants, and professional vendors to whom disclosure is reasonably necessary,
 19 and who have signed the Agreement to Be Bound (Exhibit E-1);

20 (f) During their depositions, witnesses in the action to whom disclosure is
 21 reasonably necessary and who have signed the Agreement to Be Bound (Exhibit E-
 22 1). However, the receiving party only has a duty to request that the witness sign the
 23 Agreement to be Bound in good faith. If the witness refuses to sign the Agreement
 24 to be Bound the witness may still view and give testimony on the confidential
 25 material but may not keep any copies of the confidential material; and

26 (g) The author or recipient of a document containing the material, or a
 27 custodian or other person who otherwise possessed or knew the information.

28 7.3 Disclosure of HIGHLY CONFIDENTIAL — ATTORNEY EYES

1 ONLY and HIGHLY CONFIDENTIAL — SOURCE CODE Material Without
 2 Further Approval. Unless permitted in writing by the designator, a receiving party
 3 may disclose material designated HIGHLY CONFIDENTIAL — ATTORNEY
 4 EYES ONLY or HIGHLY CONFIDENTIAL — SOURCE CODE without further
 5 approval only to:

6 (a) The receiving party's outside counsel of record in this action and
 7 employees of outside counsel of record to whom it is reasonably necessary to
 8 disclose the information;

9 (b) The Court and its personnel;

10 (c) Outside court reporters and their staff, professional jury or trial
 11 consultants, and professional vendors to whom disclosure is reasonably necessary,
 12 and who have signed the Agreement to Be Bound (Exhibit E-1); and

13 (d) The author or recipient of a document containing the material, or a
 14 custodian or other person who otherwise possessed or knew the information.

15 (e) Memory Muro, if she has signed the Agreement to Be Bound (Exhibit
 16 E-1);

17 7.4 Procedures for Approving or Objecting to Disclosure of HIGHLY
 18 CONFIDENTIAL — ATTORNEY EYES ONLY or HIGHLY CONFIDENTIAL
 19 — SOURCE CODE Material to In-House Counsel or Experts. Unless agreed to in
 20 writing by the designator:

21 (a) A party seeking to disclose to in-house counsel any material
 22 designated HIGHLY CONFIDENTIAL — ATTORNEY EYES ONLY must first
 23 make a written request to the designator providing the full name of the in-house
 24 counsel, the city and state of such counsel's residence, and such counsel's current
 25 and reasonably foreseeable future primary job duties and responsibilities in
 26 sufficient detail to determine present or potential involvement in any competitive
 27 decision-making. In-house counsel are not authorized to receive material
 28 designated HIGHLY CONFIDENTIAL — SOURCE CODE.

1 (b) A party seeking to disclose to an expert retained by outside counsel of
 2 record any information or item that has been designated **HIGHLY**
 3 **CONFIDENTIAL — ATTORNEY EYES ONLY** or **HIGHLY CONFIDENTIAL**
 4 — **SOURCE CODE** must first make a written request to the designator that (1)
 5 identifies the general categories of **HIGHLY CONFIDENTIAL — ATTORNEY**
 6 **EYES ONLY** or **HIGHLY CONFIDENTIAL — SOURCE CODE** information that
 7 the receiving party seeks permission to disclose to the expert, (2) sets forth the full
 8 name of the expert and the city and state of his or her primary residence, (3)
 9 attaches a copy of the expert's current resume, (4) identifies the expert's current
 10 employer(s), (5) identifies each person or entity from whom the expert has received
 11 compensation or funding for work in his or her areas of expertise (including in
 12 connection with litigation) in the past five years, and (6) identifies (by name and
 13 number of the case, filing date, and location of court) any litigation where the
 14 expert has offered expert testimony, including by declaration, report, or testimony
 15 at deposition or trial, in the past five years. If the expert believes any of this
 16 information at (4) - (6) is subject to a confidentiality obligation to a third party, then
 17 the expert should provide whatever information the expert believes can be disclosed
 18 without violating any confidentiality agreements, and the party seeking to disclose
 19 the information to the expert shall be available to meet and confer with the
 20 designator regarding any such confidentiality obligations. This request may be e-
 21 mailed to the counsel of record for the designating party.

22 (c) A party that makes a request and provides the information specified in
 23 paragraphs 4.4.1 or 4.4.2 may disclose the designated material to the identified in-
 24 house counsel or expert as soon as the disclosure described in 7.4(b) is e-mailed to
 25 the counsel of record of the designating party. However, if within seven days of
 26 delivering the request, the party receives a written objection from the designator
 27 providing detailed grounds for the objection the expert must cease all review of the
 28 confidential material at issue. Except, if 30 days have passed since the disclosure

1 described in 7.4(b) was emailed and the designator has not yet filed a motion or ex-
2 parte application for a protective order to limit the expert's review of the materials.

3 All objections from the designator shall proceed under Local Rule 37-1
4 through Local Rule 37-4.

5

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
7 PRODUCED IN OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation
9 that compels disclosure of any information or items designated in this Action as
10 “CONFIDENTIAL,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification
12 shall include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order
14 to issue in the other litigation that some or all of the material covered by the
15 subpoena or order is subject to this Protective Order. Such notification shall include
16 a copy of this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be
18 pursued by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with
20 the subpoena or court order shall not produce any information designated in this
21 action as “CONFIDENTIAL” before a determination by the court from which the
22 subpoena or order issued, unless the Party has obtained the Designating Party’s
23 permission. The Designating Party shall bear the burden and expense of seeking
24 protection in that court of its confidential material and nothing in these provisions
25 should be construed as authorizing or encouraging a Receiving Party in this Action
26 to disobey a lawful directive from another court.

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1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a
4 Non-Party in this Action and designated as "CONFIDENTIAL." Such information
5 produced by Non-Parties in connection with this litigation is protected by the
6 remedies and relief provided by this Order. Nothing in these provisions should be
7 construed as prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to
9 produce a Non-Party's confidential information in its possession, and the Party is
10 subject to an agreement with the Non-Party not to produce the Non-Party's
11 confidential information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-
13 Party that some or all of the information requested is subject to a confidentiality
14 agreement with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated
16 Protective Order in this Action, the relevant discovery request(s), and a reasonably
17 specific description of the information requested; and

18 (3) make the information requested available for inspection by the
19 Non-Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within
21 14 days of receiving the notice and accompanying information, the Receiving Party
22 may produce the Non-Party's confidential information responsive to the discovery
23 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
24 not produce any information in its possession or control that is subject to the
25 confidentiality agreement with the Non-Party before a determination by the court.
26 Absent a court order to the contrary, the Non-Party shall bear the burden and
27 expense of seeking protection in this court of its Protected Material.

28

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 The inadvertent production by any of the undersigned Parties or non-Parties
 3 to the Proceedings of any Document, Testimony or Information during discovery in
 4 this Proceeding without a “Confidential” designation, shall be without prejudice to
 5 any claim that such item is “Confidential” and such Party shall not be held to have
 6 waived any rights by such inadvertent production. In the event that any Document,
 7 Testimony or Information that is subject to a “Confidential” designation is
 8 inadvertently produced without such designation, the Party that inadvertently
 9 produced the Document shall give written notice of such inadvertent production
 10 within twenty-one (21) days of discovery of the inadvertent production, together
 11 with a further copy of the subject Document, Testimony or Information designated
 12 as “Confidential” (the “Inadvertent Production Notice”). Upon receipt of such
 13 Inadvertent Production Notice, the Party that received the inadvertently produced
 14 Document, Testimony or Information shall promptly destroy the inadvertently
 15 produced Document, Testimony or Information and all copies thereof, or, at the
 16 expense of the producing Party, return such together with all copies of such
 17 Document, Testimony or Information to counsel for the producing Party and shall
 18 retain only the “Confidential” designated Materials. Should the receiving Party
 19 choose to destroy such inadvertently produced Document, Testimony or
 20 Information, the receiving Party shall notify the producing Party in writing of such
 21 destruction within ten (10) days of receipt of written notice of the inadvertent
 22 production. This provision is not intended to apply to any inadvertent production of
 23 any Information protected by attorney-client or work product privileges. In the
 24 event that this provision conflicts with any applicable law regarding waiver of
 25 confidentiality through the inadvertent production of Documents, Testimony or
 26 Information, such law shall govern.

27 The disclosure or production of any Documents subject to a legally
 28 recognized claim of privilege (including, without limitation, the attorney-client

1 privilege, work-product doctrine, or other applicable privilege) shall be protected
2 and excluded from argument from any party that:

3 a. the disclosure was not inadvertent by the Producing Party;
4 b. the Producing Party did not take reasonable steps to prevent the
5 disclosure of privileged Documents;
6 c. the Producing Party did not take reasonable or timely steps to rectify
7 such Disclosure; and/or
8 d. such disclosure acts as a waiver of applicable privileges or protections
9 associated with such Documents.

10

11 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
12 **PROTECTED MATERIAL**

13 When a Producing Party gives notice to Receiving Parties that certain
14 inadvertently produced material is subject to a claim of privilege or other
15 protection, the obligations of the Receiving Parties are those set forth in Federal
16 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
17 whatever procedure may be established in an e-discovery order that provides for
18 production without prior privilege review. Pursuant to Federal Rule of Evidence
19 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
20 of a communication or information covered by the attorney-client privilege or work
21 product protection, the parties may incorporate their agreement in the stipulated
22 protective order submitted to the court.

23

24 12. **MISCELLANEOUS**

25 12.1 **Right to Further Relief.** Nothing in this Order abridges the right of any
26 person to seek its modification by the Court in the future.

27 12.2 **Right to Assert Other Objections.** By stipulating to the entry of this
28 Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in
2 this Stipulated Protective Order. Similarly, no Party waives any right to object on
3 any ground to use in evidence of any of the material covered by this Protective
4 Order.

5 12.3 Filing Protected Material. A Party that seeks to file under seal any
6 Protected Material must comply with Civil Local Rule 79-5. Protected Material
7 may only be filed under seal pursuant to a court order authorizing the sealing of the
8 specific Protected Material at issue. If a Party's request to file Protected Material
9 under seal is denied by the court, then the Receiving Party may file the information
10 in the public record unless otherwise instructed by the court.

11

12 13. FINAL DISPOSITION

13 After the final disposition of this Action, as defined in paragraph 4, within 60
14 days of a written request by the Designating Party, each Receiving Party must
15 return all Protected Material to the Producing Party or destroy such material. As
16 used in this subdivision, "all Protected Material" includes all copies, abstracts,
17 compilations, summaries, and any other format reproducing or capturing any of the
18 Protected Material. Whether the Protected Material is returned or destroyed, the
19 Receiving Party must submit a written certification to the Producing Party (and, if
20 not the same person or entity, to the Designating Party) by the 60 day deadline that
21 (1) identifies (by category, where appropriate) all the Protected Material that was
22 returned or destroyed and (2) affirms that the Receiving Party has not retained any
23 copies, abstracts, compilations, summaries or any other format reproducing or
24 capturing any of the Protected Material. Notwithstanding this provision, Counsel
25 are entitled to retain an archival copy of all pleadings, motion papers, trial,
26 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
27 and trial exhibits, expert reports, attorney work product, and consultant and expert
28 work product, even if such materials contain Protected Material. Any such archival

1 copies that contain or constitute Protected Material remain subject to this Protective
2 Order as set forth in Section 4 (DURATION).

3

4 14. Any violation of this Order may be punished by any and all appropriate
5 measures including, without limitation, contempt proceedings and/or monetary
6 sanctions.

7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

8 DATED: January 29, 2016

9

10

11 /s/ Michael A. Carlin _____
12 Attorneys for Plaintiff

13

14 DATED: January 29, 2015

15

16 /s/ Mitchell A. Wrosch _____
17 Attorneys for Defendant

18

19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

20

21 DATED: February 19, 2016

22



23

24 Honorable Sheri Pym
United States Magistrate Judge

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26

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28

EXHIBIT E-1

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty
of perjury that I have read and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on
[date] in the case of *Memory Muro v. Wal-Mart Stores, Inc.*, Case No. 5:15-CV-
02066-KK. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item
that is subject to this Stipulated Protective Order to any person or entity except in
strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint _____ [print or
18 type full name] of _____ [print or type full address and telephone number] as my California agent for service of
19 process in connection with this action or any proceedings related to enforcement of
20 this Stipulated Protective Order.

22 || Date:

23 City and State where sworn and signed:

24 ||

25 Printed name:

26 || Signature: